

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER

2. (X one)

N00173-98-R-JW06

a. SEALED BID

☒ b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including ZIP Code)

CONTRACTING OFFICER

NAVAL RESEARCH LABORATORY

ATTN: CODE 3240.JW

WASHINGTON DC 20375-5326

4. ITEMS TO BE PURCHASED (Brief description)

RESEARCH AND DEVELOPMENT, SCIENTIFIC, ENGINEERING AND TECHNICAL SUPPORT FOR RESOLVING PROBLEMS OF ELECTROMAGNETIC ENVIRONMENTAL EFFECTS (E3), EXPLORING AND ASSESSING NEW RADAR DATA DISTRIBUTION AND DISPLAY TACTICAL DATA SYSTEMS, AND EXPLORING AND ASSESSING NEW RADAR TECHNIQUES.

5. PROCUREMENT INFORMATION (X and complete as applicable)

☒ a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A \_\_\_\_\_ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

The Naval Research Laboratory Contracting Division issues solicitations and amendments to solicitations electronically via the Internet at the following website: <http://heron.nrl.navy.mil/contracts/home.htm>.

Any amendments to this solicitation will be posted at that website. Amendments will not be distributed by any other means. It is the responsibility of potential offerors to periodically review the website for amendments to this solicitation.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

WALDENFELS, JAMES P.

c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) (202) 767-3003

b. ADDRESS (Include Zip Code)

NAVAL RESEARCH LABORATORY

CONTRACTING DIVISION, CODE 3240.JW

4555 OVERLOOK AVE. S.W., WASHINGTON, DC 20375-5326

<b>8. REASONS FOR NO RESPONSE (X all that apply)</b>			
<input type="checkbox"/>	<b>a. CANNOT COMPLY WITH SPECIFICATIONS</b>		<input type="checkbox"/> <b>b. CANNOT MEET DELIVERY REQUIREMENT</b>
<input type="checkbox"/>	<b>c. UNABLE TO IDENTIFY THE ITEM(S)</b>		<input type="checkbox"/> <b>d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED</b>
<input type="checkbox"/>	<b>e. OTHER (Specify)</b>		
<b>9. MAILING LIST INFORMATION (X one)</b>			
<input type="checkbox"/>	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>
<b>WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.</b>			
<b>10. RESPONDING FIRM</b>			
<b>a. COMPANY NAME</b>		<b>b. ADDRESS (Include Zip Code)</b>	
<b>c. ACTION OFFICER</b>			
<b>(1) Typed or Printed Name (Last, First, Middle Initial)</b>		<b>(2) Title</b>	<b>(3) Signature</b>
			<b>(4) Date Signed (YYMMDD)</b>

DD FORM 1707 REVERSE, MAR 90

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FROM

AFFIX  
STAMP  
HERE

<b>SOLICITATION NUMBER</b>	
N00173-98-R-JW06	
<b>DATE (YYMMDD)</b>	<b>LOCAL TIME</b>
990114	4:00 PM

TO NAVAL RESEARCH LABORATORY  
CONTRACTING DIVISION, CODE 3240.JW  
4555 OVERLOOK AVENUE, S.W.  
WASHINGTON, DC 20375-5326

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>D0-C9</b>	PAGE OF <b>1</b>	PAGES
2. CONTRACT NO.	3. SOLICITATION NO. <b>N00173-98-R-JW06</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>Dec. 4, 1998</b>	6. REQUISITION/PURCHASE NO. <b>53-3078-98</b>		
7. ISSUED BY <b>CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3240.JW WASHINGTON DC 20375-5326</b>		CODE <b>N00173</b>	8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG. 222 ROOM 115 until 4:00pm local time Jan. 14, 1999  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>JAMES P. WALDENFELS</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(202) 767-3003</b>
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(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	20
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3-4	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	21
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	%	20 CALENDAR DAYS	%	30 CALENDAR DAYS	%	CALENDAR DAYS	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <span style="float: right;">ITEM</span>	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - THE SCHEDULE****SECTION B****SUPPLIES OR SERVICES AND PRICES/COSTS****B-1 SUPPLIES/SERVICES AND COSTS**

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM ESTIMATED COST	MAXIMUM FIXED FEE	MAXIMUM TOTAL EST. COST PLUS FIXED FEE
0001	The contractor shall perform research support services as described in Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423) and Enclosure (1).	* NSP	* NSP	* NSP
TOTAL MAXIMUM ESTIMATED COST PLUS FIXED FEE FOR CLINS 0001 AND 0002		\$	\$	\$

\* Not Separately Priced

**B-2 MINIMUM AND MAXIMUM QUANTITIES**

As contemplated by the clause of the solicitation entitled, "Indefinite Quantity", the minimum quantity that will be ordered by the Government during the effective period of the contract is research and development support requiring the contractor to provide a level of effort of **2,000** direct labor hours.

The maximum quantity that the Government may order during the effective period of the contract is research and development support requiring the contractor to provide a level of effort of **60,000** direct labor hours.

The minimum and maximum quantities may consist of any combination of the tasks contained in the statement of work.

**SECTION C****DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-1 STATEMENT OF WORK**

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

**C-2** The specific work to be carried out shall be further described in task orders issued under this contract.

**C-3 REQUIREMENTS FOR ON-SITE CONTRACTORS**

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 02 February 1998 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

**SECTION D****PACKAGING AND MARKING****D-1 PACKAGING AND MARKING**

Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

**SECTION E****INSPECTION AND ACCEPTANCE****E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE:****FAR CLAUSE      TITLE**

52.246-9      -      Inspection Of Research And Development (Short Form) (APR 1984)

**E-2 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract . Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

**SECTION F****DELIVERIES OR PERFORMANCE****F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:****FAR CLAUSE      TITLE**

52.242-15      -      Stop-Work Order (AUG 1989) - Alternate I (APR 1984)

52.247-34      -      F.O.B. Destination (NOV 1991)

**F-2 DELIVERIES OR PERFORMANCE**

(a) The effective period of this contract during which delivery orders/task orders may be issued is from date of contract award through sixty months.

(b) Each delivery order/task order shall specify the period of performance.

(c) All deliverables required by Contract Line Item Nos. (CLINs) 0001 and 0002 under each order shall be shipped FOB Destination, Naval Research Laboratory, Washington DC 20375-5320, consigned to:

Contracting Officer's Representative

\*

Naval Research Laboratory

Contract Number : \*

Delivery Order Number: \_\_\_\_\_

Building: \*

Code: \*

4555 Overlook Avenue, SW

Washington DC 20375-5320

(d) Each delivery order/task order shall specify the place of performance.

( \* To be filled in at time of award)

**SECTION G****CONTRACT ADMINISTRATION DATA****G-1 PROCURING OFFICE REPRESENTATIVE**

In order to expedite administration of this contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters - Mr. James P. Waldenfels, Code 3240.JW, (202) 767-3003, DSN 297-3003, or Telecopier (202)767-6197

Security Matters - Mr. Charles Rogers, Code 1221, (202) 767-2240, DSN 297-2240

Safety Matters - Mr. Kirk J. King, Code 1240, (202) 767-2232, DSN 297 2232

Patent Matters - Mr. Thomas McDonnell, Code 3008.2, (202) 767-3427, DSN 297-3427

Release of Data - Mr. Richard L. Thompson, Code 1230 (202) 767-2541, DSN 297-2541

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 3008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

**G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS**

\* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

( \* To be filled in at time of award)

**G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)**

(a) For the purposes of this clause, technical direction includes the following:

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the

objectives described in the statement of work;

(2) Guidelines to the Contractor which assist in interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:

(1) Assign additional work under the contract:

(2) Direct a change as defined in the contract clause entitled "Changes";

(3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or

(4) Change any of the terms, conditions or specifications of the contract

(c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in e. Below.

(d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.

(e) TDMs shall include, but not be limited to, the following information:

(1) Date of TDM,

(2) Contract Number,

(3) Reference to the relevant portion or item in the Statement of Work,

(4) The specific technical direction or clarification, and

(5) The signature of the COR.

(f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.

(g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

#### **G-4 INCREMENTAL FUNDING**

Orders issued under this contract may be incrementally funded. Incrementally funded orders will contain a provision substantially as follows:



This order is incrementally funded pursuant to the Limitation of Funds clause, FAR 52.232-22. Funds are allotted to the order in the amount of \$ \* and it is estimated that they are sufficient for performance through \*.

(\* To be filled in at time of award)

#### **G-5 ACCOUNTING AND APPROPRIATION DATA**

Each delivery order/task order will contain the accounting and appropriation data for payment under the contract.

#### **G-6 TASK ORDER PROCEDURES FOR INDEFINITE QUANTITY CONTRACTS**

The following procedure shall be followed when placing task orders under this contract:

- (a) Only properly appointed Contracting Officers employed at the Naval Research Laboratory (NRL) shall issue task orders under this contract.
- (b) A DD Form 1155 will be issued for each task order. The DD Form 1155, "Order for Supplies or Services", shall constitute the instrument for the placement of requirements under this contract.
- (c) Each task order shall be subject to FAR 52.232-20 Limitation of Cost or FAR 52.232-22 Limitation of Funds clause, as appropriate. Each task order is subject to the terms and conditions of the clause in Section H entitled, "Level of Effort Task Orders".
- (d) Prior to the issuance of a task order, the contractor will be provided with the statement of work and shall promptly submit a cost proposal for performing the work. The fixed fee shall be in the same proportion to the estimated cost for each task order as the maximum fixed fee is to the maximum estimated cost for the contract as set forth in Section B.
- (e) Task orders issued shall include, but not be limited to, the following information:
  - (1) Date of Order
  - (2) Contract Number and Task Order Number
  - (3) Accounting and Appropriation Data
  - (4) Description of the Work to be Performed
  - (5) Level of Effort
  - (7) Place of Performance
  - (8) Period of Performance
  - (9) Estimated Cost Plus Fixed Fee
  - (10) List of Government furnished material and the estimated value thereof for each order.
- (f) The ceiling amount for each task order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the task order.

**G-7** NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

(To be filled in at time of award)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number(ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

is required with each invoice submittal.

is required only with the final invoice.

X is not required.

## (f) A Certificate of Performance

\_\_\_\_\_ shall be provided with each invoice submittal.

**X** is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

**G-8 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS  
(COST-REIMBURSEMENT)**

The purpose of these instructions is to permit the paying office to charge the accounting classification citations in the contract in a manner that reflects the performance of the contract. These instructions do not create any obligation on the part of the Government or the contractor nor do they in any way alter any obligation created by any other provision of the contract. Invoices should be paid from available ACRNs in the following order:

(a) ACRNs cited on the contractor's invoice.

(b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.

(c) The ACRN assigned to the following line of accounting:

97X4930.NH4A 000 77777 0 000173 2F 000000 N00173Z45000.

(d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.

(e) On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.

**SECTION H****SPECIAL CONTRACT REQUIREMENTS****H-1 TYPE OF CONTRACT**

(To be filled in at time of award)

**H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)**

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Project Manager/Engineer position

(To be filled in at time of award)

**H-3 LEVEL OF EFFORT TASK ORDERS**

(a) In the performance of each term form task order issued under this contract, the Contractor agrees to provide the level of effort specified in the task order and in accordance with this provision.

- (b) It is understood and agreed that the rate of direct labor hours expended each month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the task order. The Contractor is required to notify the Contracting Officer when 85% of the total level of effort of the task order has been expended.
- (c) If, during the term of the task order, the Contractor finds it necessary to accelerate the expenditure of direct labor under a task order to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed-fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (d) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor under a task order such that the labor hours of effort specified therein would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within ten days of receipt.
- (f) If the total level of effort specified in each task order is not provided by the Contractor during the term of the task order, the Contracting Officer shall either (i) reduce the fixed fee of the task order as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in the task order shall have been expended, at no increase in the fixed fee of the task order.

(g) In the event the Government fails to fully fund the task order in a timely manner, the term of the task order may be extended accordingly with no change to cost or fee. If the Government fails to fully fund the task order, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions of the above paragraphs, the Contractor may furnish labor hours up to five percent in excess of the total direct labor hours specified in the task order provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed-fee is required, and no adjustment in the fixed-fee shall be

made provided that the Contractor has delivered at least 95% of the level of effort specified in the task order.

(i) It is understood that the mix of labor categories provided by the Contractor under the task order, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort, which was estimated by the Government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which incorporated herein applies to each task order under this contract.

#### **H-4 SUBCONTRACTORS/CONSULTANTS**

(a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).

(b) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

Subcontractor/Consultant Name	Estimated Cost
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(To be filled in at time of award)

#### **H-5 ONR 5252.235-9714 - REPORT PREPARATION (FEB 97)**

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, "Scientific and Technical Reports: Elements, Organization, and Design."

[NOTE: ANSI Z39.18 may be obtained from NISO Press Fulfillment Center, P. O. Box 338, Oxon Hill, MD. 20750-0338. Telephone 1-800-282-6476]

#### **H-6 ON-SITE USE OF GOVERNMENT PROPERTY**

It is anticipated that Government property will be used by the contractor's personnel in the performance of that portion of the contract performed on-site at the U.S. Naval Research Laboratory (NRL) including any of its field sites. Such use will be on a rent free basis and all such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

**H-7 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY**

Information technology acquired with funds provided hereunder shall be Year 2000 compliant as defined at FAR 39.002. "Information technology" is defined at FAR 2.101.

**H-8 REPRESENTATIONS AND CERTIFICATIONS**

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

**PART II - CONTRACT CLAUSES****SECTION I****CONTRACT CLAUSES****I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

**a. FEDERAL ACQUISITION REGULATION CLAUSES**

<b>FAR CLAUSE</b>	<b>TITLE</b>
52.202-1	- Definitions (OCT 1995)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52-203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
52.204-2	- Security Requirements (AUG 1996)
52.204-2	- Security Requirements (AUG 1996) - Alternate I (APR 1984)
52.204-4	- Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	- Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (AUG 1996)
52.215-2	- Audit And Records-Negotiation (AUG 1996) - Alternate II (APR 1998)
52.215-8	- Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	- Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)
52.215-13	- Subcontractor Cost or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity of Unit Prices (OCT 1997)
52.215-15	- Termination of Defined Benefit Pension Plans (OCT 1997)
52.215-18	- Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions (OCT 1997)
52.215-19	- Notification of Ownership Changes (OCT 1997)
52.215-21	- Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)
52.216-7	- Allowable Cost And Payment (APR 1998)
52.216-8	- Fixed-Fee (MAR 1997)



- 52.216-15 - Predetermined Indirect Cost Rates (APR 1998)
- 52.219-8 - Utilization Of Small, Small Disadvantaged And Women-Owned Small Business Concerns (JUN 1997)
- 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1998)
- 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (AUG 1998)
- 52.219-23 - Notice of Price Evaluation Adjustment For Small Disadvantaged Business Concerns (OCT 1998) Offers will be evaluated by adding a factor of 10% \_\_\_\_\_ Offeror elects to waive the adjustment.
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 52.222-21 - Prohibition of Segregated Facilities (APR 1984) (DEVIATION)
- 52.222-26 - Equal Opportunity (APR 1984)(DEVIATION)
- 52.222-29 - Notification Of Visa Denial (APR 1984) (DEVIATION)
- 52.222-35 - Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.223-2 - Clean Air And Water (APR 1984)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
- 52.225-11 - Restrictions On Certain Foreign Purchases (AUG 1998)
- 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (SEP 1996)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-10 - Filing of Patent Application- Classified Subject Matter (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-5 - Cost Accounting Standards - Educational Institutions (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (APR 1996)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-20 - Limitation Of Cost (APR 1984) (Applicable when the contract or task order is fully funded)

- 52.232-22 - Limitation Of Funds (APR 1984) (Applicable when the contract or task order is not fully funded)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (JUN 1997)
- 52.233-1 - Disputes (OCT 1995)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-10 - Identification Of Uncompensated Overtime (OCT 1997)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (OCT 1995)
- 52.242-4 - Certification Of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate II (APR 1984)
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1996)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts for Commercial Items and Commercial Components (OCT 1998)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JAN 1986) (DEVIATION)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JAN 1986)(DEVIATION) - Alternate I (JUL 1985)
- 52.245-9 - Use And Charges (APR 1984) (DEVIATION)
- 52.245-18 - Special Test Equipment (FEB 1993)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JAN 1997)
- 52.249-5 - Termination For Convenience Of The Government (Educational And Other Non-Profit Institutions) (SEP 1996)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)( fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

**b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES**

**DFARS CLAUSE TITLE**

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Special Prohibition On Employment (JUN 1997)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 1998)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)

- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.209-7005 - Military Recruiting On Campus (FEB 1996)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.219-7003 - Small Business And Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.219-7004 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)
- 252.219-7005 - Incentive For Subcontracting With Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges And Universities And Minority Institutions (OCT 1998) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive 1 percent of the excess.
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty Free Entry- Qualifying Country Supplies (End Products and Components) (MAR 1998)
- 252.225-7010 - Duty Free Entry - Additional Provisions (MAR 1998)
- 252.225-7012 - Preference For Certain Domestic Commodities (SEP 1997)
- 252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (AUG 1998)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (MAR 1998)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bids or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (OCT 1988)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (NOV 1995)
- 252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7000 - Advanced Payment Pool (DEC 1991)
- 252.232-7009 - Payment By Electronic Funds Transfer (CCR) (JUN 1998)
- 252.235-7010 - Acknowledgment of Support and Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (MAY 1995)

- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (SEP 1996)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.245-7001 - Reports of Government Property (MAY 1994)
- 252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995)

## **I-2 FAR 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through sixty months.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## **I-3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 200 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -
  - (1) Any order for a single item in excess of 12,000 hours.
  - (2) Any order for a combination of items in excess of 12,000 hours; or
  - (3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **seven** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I-4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **sixty days after contract completion**.

**I-5 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)**

(a) Definitions.

"Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_\*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\* The Contractor shall insert the name of the substance(s).

**I-6 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (MAR 1998)**

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause ), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

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**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J****LIST OF ATTACHMENTS**

- J-1** Attachment (1) - Statement Of Work – 6 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements And Enclosure (1) - Instructions For Distribution- 3 Pages
- J-2** Attachment (2) - DD 254, Contract Security Classification Specification Form Ser 041-98 Dated 980723 - 2 Pages
- J-3** Attachment (3) Personnel Qualifications, 3 Pages

**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION - K****REPRESENTATIONS, CERTIFICATIONS****K-1 AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with their proposal which is available in full text at <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

**K-2 The fill-in information for FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998) is as follows:**

The standard industrial classification (SIC) code for this acquisition is 8731.  
The small business size standard is 500 employees.

**K-3 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING**

The Offeror's CAGE Code is {fill-in}\_\_\_\_\_.

See DFARS 252.204-7001 in Section L for procedures on requesting a CAGE Code.

**SECTION L****INSTRUCTIONS CONDITIONS AND NOTICES  
TO OFFERORS OR RESPONDENTS****L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE	TITLE
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52.204-6	-	Data Universal Numbering System (DUNS) Number (APR 1998)
52.211-2	-	Availability of Specifications Listed in the DOD Index of Specifications and Standards (DODISS) (JUN 1997)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions to Offerors- Competitive Acquisition (OCT 1997)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.252-5	-	Authorized Deviations in Provisions (APR 1984)

**L-2** FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L-3** FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

See L-12, Instructions For Submission And Information Required To Evaluate Proposals. FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity type contract with term form Cost-Plus-Fixed-Fee orders resulting from this solicitation.

**L-5** FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.



**L-6 DFARS 252.204-7001 - COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)**

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE Before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of the Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**L-7 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****.	(LIST)	(LIST)	(LIST)

\* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date

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Printed Name and Title

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Signature

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(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**L-8 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**L-9 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

**L-10 ANTICIPATED DISTRIBUTION OF DIRECT LABOR HOURS BY LABOR CATEGORIES**

The following is the anticipated distribution by labor category of the maximum level of effort. This distribution shall be used by the offeror in preparing the cost proposal. If the offeror uses labor category terminology other than that used in this provision, the offeror must provide a matrix clearly relating their proposed labor categories to those in this provision.

<u>LABOR CATEGORY</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>TOTAL</u>	<u>% AT NRL*</u>
Project Manager/Engineer	1,920	1,920	1,920	1,920	1,920	9,600	100%
Frequency Management EMC Engineer	480	480	480	480	480	2,400	60%
EM Hazards Engineer	480	480	480	480	480	2,400	50%
E <sup>3</sup> /EMC Computer Modeling Analyst/Engineer	960	960	960	960	960	4,800	60%
TEMPEST Engineer	480	480	480	480	480	2,400	20%
Transient Effects EMC Engineers	480	480	480	480	480	2,400	50%
Materials EMC Engineers	480	480	480	480	480	2,400	50%
Senior Radar Technician	480	480	480	480	480	2400	100%
EMC Analyst	480	480	480	480	480	2400	50%
Senior Radar Engineer	1,920	1,920	1,920	1,920	1,920	9,600	60%
Senior Software Engineer	1,920	1,920	1,920	1,920	1,920	9,600	60%
Senior Systems Analyst	1,920	1,920	1,920	1,920	1,920	9,600	50%
Total	12,000	12,000	12,000	12,000	12,000	60,000	

\*Indicates the percent of performance anticipated at NRL facilities. These percentages must be used for the proposal. (Note that this performance is anticipated at NRL's Washington, DC site, except that performance by the Senior Radar Technician is anticipated at NRL's Chesapeake Bay Detachment at Chesapeake Beach, MD.

**L-11 TRAVEL AND MATERIAL ESTIMATE**

The travel and material estimate set forth below must be included in each offeror's cost proposal for evaluating purposes only.

**TRAVEL COSTS - \$30,000 (\$6,000 PER YEAR) PLUS ANY APPLICABLE INDIRECT COSTS.**

**MATERIAL COSTS - \$100,000 (\$20,000 PER YEAR) PLUS ANY APPLICABLE INDIRECT COSTS.**

**L-12 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS**

(1) Information for the technical and management proposal shall be placed in Volume I and be completely separate from the cost proposal (Volume II).

(2) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

**Solicitation No. N00173-98-R-JW06**

**Closing Date:**

**(As specified in Block 9, RFP face page)**

**Attn: Code 3240.JW**

(3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

(4) Include in the technical volume a matrix indicating proposed labor hours by skill category required to perform the statement of work. This matrix shall not contain labor rates or any other indication of price. The offer must be based on the level of effort breakdown identified in Provision L-11.

(5) The following information is required for evaluation of your technical/management and cost proposal. Any additional information may be provided.

VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 5 COPIES

Under the Technical Subfactor entitled "Personnel Qualifications":

- The proposal must provide documentation to demonstrate the experience, knowledge, other qualifications and availability of proposed personnel with respect to the statement of work and both required and desired qualifications as set forth in Attachment No. 3, Personnel Qualifications. The offeror must provide resumes for all proposed personnel, to include degree (with year). In addition to career experience and education, each resume should describe specific experience supporting the statement of work and personnel qualifications unless obvious from the career experience.

Under the Technical Subfactor entitled "Company Experience and Management Approach":

-The proposal must document the company's experience base in the technology areas in the statement of work. It must document the company project management approach regarding support to performing personnel, staff management, and business interactions.

VOLUME II - COST PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

The offeror shall submit a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate the cost elements. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission.

## SECTION M

### EVALUATION FACTORS FOR AWARD

#### M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although technical considerations are more important than cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become.

#### M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. Within the technical factor, subfactor (1) is more than twice as important as subfactor (2). All personnel qualifications identified as "required" or "minimum" must be satisfied in order for the proposal to be considered acceptable.

##### I. TECHNICAL/MANAGEMENT

###### (1) PERSONNEL QUALIFICATIONS

Each offer will be evaluated on the experience, knowledge, other qualifications and availability of its proposed personnel with respect to the requirements set forth in the SOW, in Attachment (3) to the RFP, entitled Personnel Qualifications, and in the attached DD Form 254. Proposal of only one person for the Program Manager position will contribute more to the score than proposal of more than one person.

###### (2) CORPORATE EXPERIENCE AND MANAGEMENT APPROACH

Each offer will be evaluated on the relevance and depth of the company's experience in the field described in the Statement of Work as well as on the soundness of the company's project management approach for accomplishing the Statement of Work, including management support to the performing staff, staff management, and business interactions.

##### II. COST

###### (1) PROPOSED OVERALL COST

Proposed estimated cost and fixed-fee.

**(2) THE REALISM OF THE PROPOSED COST**

Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal.

The Government may adjust the proposed cost for purposes of evaluation based upon the results of the cost realism evaluation.



## **STATEMENT OF WORK**

### **I.0 INTRODUCTION**

The Search Radar Branch of the Naval Research Laboratory's (NRL) Radar Division is conducting an extensive research and development program in order to: resolve problems of electromagnetic environmental effects ( $E^3$ ), including high power microwaves (HPM), electromagnetic pulse (EMP), hazards of electromagnetic radiation (RADHAZ), electrostatic discharge (ESD), lightning, TEMPEST, electromagnetic compatibility (EMC) and electromagnetic interference (EMI); upgrade radar data distribution and display for Naval and non-Naval Tactical Data System (NTDS) systems; and enhance and upgrade the performance of radars and defense systems.

### **2.0 SCOPE**

The Contractor shall provide scientific, engineering, and technical support across multiple program areas to analyze and recommend modifications to existing systems, to develop new interference-free systems, to design modifications to existing systems, to develop new interference-free systems, to design ancillary equipment for interference cancellation and to assist in the analysis and definition of new operational tactics and techniques to limit EMI. Contractor efforts shall also be concentrated on the exploitation of new technology and the development of new radar system concepts such as those exercised in the SENRAD system. Additionally the Contractor shall, as tasked by the Navy, conduct efforts to enhance the detection, tracking, and display of target information for non-NTDS radars and environments. Other areas of endeavor include tactical ballistic missile (TBM) defence, mine detection, millimeter (mm) wave radars, imaging, and tactical electronic warfare.

The Contractor shall provide consultation, technical assistance, analysis, evaluation, testing and support of prototype development of radar and associated systems development, modification, modernization and upgrade. The Contractor may periodically be required to provide special services, as directed by the COR, such as operation and maintenance of a specific equipment or system under evaluation by the Search Radar Branch and performance of test and evaluations in conjunction with research, development, test and evaluation (RDT&E) being performed under this contract. The Contractor may periodically be required to provide specialized test equipment or supplies.

### 3.0 TASK AREA DESCRIPTIONS

The following task areas apply to all classes of naval electronic equipment, including but not limited to radar, electronic warfare, and communications. as well as all types of naval installations, i.e., surface, sub-surface, airborne and shore-based.

#### 3.1 TASK AREA I - Battle Force (BF) Electromagnetic Environmental Effects ( $E^3$ ) Data Management and Analysis

There are numerous existing major EMI programs, such as NAVSEA's Shipboard Electromagnetic Compatibility Improvement Program (SEMCIP), NAVAIR's Air Systems Electromagnetic Interference Corrective Action Program (ASEMICAP), and SPAWAR's Electromagnetic Compatibility Engineering Program (EMCEP), that address EMC/EMI problems at the platform level. The Contractor shall use the information gained through these efforts to extend the knowledge and experience represented in these programs to multi- and inter-platform  $E^3$ /EMC issues. While own ship interference represents a significant contribution to the problems faced by the individual ship commanders, the multi-platform and inter-platform interference effects encountered during Battle force operations are believed to be also highly significant, although they are not so well recognized. The Contractor shall gather, review, collate, arrange and analyze reports of electromagnetic environmental effects ( $E^3$ ). The Contractor shall recommend and participate in enhancements and modifications and/or new developments in computerized analytical techniques. To support this endeavor, the Contractor shall research and recommend innovative approaches for dealing with large amounts of data in varying formats and structures and for extracting and manipulating critical elements of these data and data bases to produce meaningful results. The Contractor shall employ in these analyses, where necessary, recent advances in information handling technology, e.g., artificial intelligence-expert systems (AI-ES) distributed processing and relational data base management systems (RDBMS) and techniques.

Major emphasis shall be given to methods of integrating  $E^3$  planning, data collection, and assessment into the Joint Maritime Command and Control Information System (JMCIS), the Global Command and Control System (GCCS), and the use of real-time  $E^3$  by the Command and Control Warfare Commander ( $C^2WC$ ). As directed by the COR, the Contractor shall assist the JMCIS Tiger Team and GCCS staff in the development and implimentation of techniques to collect  $E^3$  information in electronic form for inclusion in the JMCIS and GCCS data bases and to manipulate these data at the  $C^2WC$  workstation and associated workstations.

### 3.2 TASK AREA II - Electromagnetic Interference Suppression Techniques and Hardware

Consistent and concurrent with the master inter-platform EMI data bases formulated in Task I, the Contractor shall organize and evaluate the data on verified and suspected interference to define and categorize subsets of Battle Force (BF) E<sup>3</sup>/EMC problems according to classes and effects. Where necessary and practicable the Contractor shall conduct field and/or bench tests to obtain repeatable results and verify operational reports. The Contractor shall separate the BF E<sup>3</sup>/EMC classes of problems into three major groupings according to whether they can be eliminated or minimized either by: (1) procedural modifications, (2) software (SW) techniques or (3) the development and fielding of special purpose hardware (HW).

Hierarchically, these groupings represent an increasing degree of difficulty and/or expense to implement; i.e., a problem that could be eliminated by an accepted change in operational tactics would be simpler and less expensive than fleet-wide introduction of either a SW or HW fix for the same problem. Therefore, the Contractor shall develop recommendations for corrective actions for BF E<sup>3</sup>/EMC problems with primary emphasis on modifications to strategic and tactical doctrine, operating procedures and techniques and non-SW/HW source suppression methods. Secondly and where procedural changes (modifications) are not practicable, the Contractor's emphasis shall shift to the design and development of new control software to minimize interference. Lastly, the Contractor shall provide technical support to identify those problems that require HW solutions, and provide further support in the development of effective monitoring and prediction electromagnetic devices to limit or cancel the effects of off-platform radiations.

The Contractor shall provide support to monitor the design and fabrication of third-party hardware development efforts, and conduct field and laboratory testing where required. In carrying out this portion of Task Area II, the Contractor shall take into account potential future E<sup>3</sup> problems as they may be predicted to occur in both fielded and conceptual/developmental systems.

The Contractor shall develop test plans and conduct test and evaluation (T&E) to investigate suspected E<sup>3</sup> problems, to determine the causes of reported EMI problems, and to evaluate proposed solutions to identified EMI situations.

### 3.3 TASK AREA III - Design Coordination

The Contractor shall provide reports and technical memoranda in a continuing program of design review of developmental weapons, navigation, communication, electronic warfare and other sensor systems in order to establish criteria for interference avoidance and abatement. The Contractor shall make recommendations regarding design changes, power limitations, frequency allocations, software controls and blanking circuits in order to assure both inter-platform and intra-platform EMC of future installations and to improve performance in existing installations.

### 3.4 TASK AREA IV – E<sup>3</sup> Specialty Area Technical Input

In support of NRL's assigned role as the key resource for interacting the E<sup>3</sup> and EMC technologies, the Contractor shall provide expert support to the various Navy Systems Commands, Navy laboratories, equipment designers, maintenance, repair facilities, and Navy operating commands in support of NRL research initiatives. This work will involve the Shipboard Electromagnetic Compatibility Improvement Program (SEMCIP), the Air Systems Electromagnetic Interference Corrective Program (ASEMICAP), and EMC (Electromagnetic Compatibility). These functions may include but not be limited to the following: extensive E<sup>3</sup> studies, phenomenology experiments, tests, evaluations, and participation on electromagnetic compatibility advisory boards (EMCAB) and E<sup>3</sup> working groups (E<sup>3</sup>WOG). In order to ensure responsiveness, the Contractor shall use its best efforts to have available at least one backup person also capable of covering each identified area.

Specific specialty areas include, but are not limited to, the following areas:

Transient Effects EMI – This area includes lightning, nuclear electromagnetic pulse (EMP), electrostatic discharge (ESD), high current switching and high power microwaves (HPM).

Shielding This area involves testing expertise and the physics of EMI shielding including the components used, e.g., gaskets, cables and connectors. This area also involves the theory and design of the various forms of shielded enclosures and test cells.

Grounding and Earthing - This area involves the various theories and philosophies related to the grounding and earthing of electrical and electronic systems, particularly as pertains to such self-contained structures as aircraft, ships and submarines.

Frequency Management and Frequency Allocation - This area requires a thorough understanding of various Navy, DoD, U.S. government and international procedures and systems of radio frequency spectrum allocation and frequency management, as well as the ability to apply frequency management remedies to E<sup>3</sup>/EMI problems.

TEMPEST - Secure Communications and Secure Data Processing.

Hazards of Electromagnetic Radiation to Personnel (RADHAZ), Ordnance (HERO) and Fuel (HERF;).

E<sup>3</sup>/EMC Analysis - This area involves advanced computer simulation and modeling techniques and their application to E<sup>3</sup>/EMC analysis and the various computer modeling tools, such as numerical electromagnetic code (NEC). This area also involves knowledge of the E<sup>3</sup>/EMC analysis community.

E<sup>3</sup>/EMC Design - This area involves E<sup>3</sup>/EMC issues of system and subsystem design as well as of systems integration and component design.

### 3.5 TASK AREA V – Sensor Modeling and Simulation

The Contractor shall provide programmatic and technical support in the areas of software configuration management, simulator/trainer requirements and weapons integration analysis. Software configuration management shall pertain to the coordination, review and analysis of all software related engineering change proposals (ECPs) associated with Joint Configuration Management requirements. Simulator/trainer support shall be centered around analysis and coordination with U.S. and allied Navy technical and management personnel to ensure that allied prime Contractors are fully represented in related technical and procurement actions. Furthermore, weapons integration support shall be comprised of technical interface with U.S. and allied Contractors and the Joint Software Support Activity (JSSA) in the integration of new weapon systems into new platforms designed for joint operations.

### 3.6 TASK AREA VI - Distribution and Display

More effective and efficient methods of processing, assembling and displaying various types of radar, other sensor and E<sup>3</sup> information in tactical situations are being required. The Contractor shall assess the application of new display techniques to the real-time presentation and integration in a command center, either ashore or afloat. of active (own sensor) information; information stored in a local memory; and information received from external sources, and shall assess the preparation of locally acquired information for transmission on external data networks, such as the Naval Tactical Data

System (NTDS), the Joint Tactical Information Distribution System (JTIDS) the Joint Maritime Command Information System (JMCIS), and the Global Command and Communications System (GCCS). The Contractor shall design system interfaces and construct prototypes to verify development methodology for tactical displays. A key feature of this effort will be the interfacing of existing radar equipment with the sensor and display consoles.

### **3.7 TASK AREA VII - New Radar and Associated System Concepts**

As radar technology matures, radar and other associated systems are being required to be more intelligent and extract more data from the received signals. The Contractor shall assess new radar techniques that may be applicable to radars currently in use or implementable in systems under development by the naval services. The extent of these assessments may include but is not be limited to: (1) building prototype hardware and testing new techniques in candidate radars and associated sensors; (2) developing models of radars and radar techniques to determine the effectiveness of candidate techniques prior to hardware development; (3) developing techniques to better exploit the capabilities of existing radars; and (4) monitoring the efforts of other Contractors and Navy activities outside of NRL in the design, development and testing of evolving radar technology.

To assist in the validation of new radar system concepts, the Contractor shall provide technical support for routine maintenance and testing of the SENRAD system and other unique R&D radar systems designed and operated by NRL. The SENRAD system provides a modularized framework for the incorporation of new features associated with developmental radars.

### **4.0 DELIVERABLES**

The Contractor shall provide deliverables in accordance with Exhibit A, DD Form 1423, the Contract Data Requirements List.

# CONTRACT DATA REQUIREMENTS LIST

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0002				<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP TM OTHER												
<b>D. SYSTEM / ITEM</b> Radar and E3 Support				<b>E. CONTRACT / PR NO.</b> 53-3078-98		<b>F. CONTRACTOR</b>												
<b>1. DATA ITEM NO.</b> A001		<b>2. TITLE OF DATA ITEM</b> Technical Memoranda				<b>3. SUBTITLE</b>												
<b>4. AUTHORITY (Data Acquisition Document No.)</b>				<b>5. CONTRACT REFERENCE</b> SOW 4.0		<b>6. REQUIRING OFFICE</b> NRL Code 5332.C												
<b>7. DD 250 REQ</b> LT		<b>8. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b> ASREQ		<b>12. DATE OF FIRST SUBMISSION</b> ASREQ		<b>14. DISTRIBUTION</b>										
<b>9. APP CODE</b>				<b>11. AS OF DATE</b>		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> ASREQ		<b>a. ADDRESSEE</b> <table border="1"> <tr> <th colspan="3">b. COPIES</th> </tr> <tr> <th>Draft</th> <th>Reg</th> <th>Repro</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>		b. COPIES			Draft	Reg	Repro			
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<b>16. REMARKS</b> Provide analyses, comments, white papers and recommendations as required. Block 14 distribution is for unclassified reports; see Encl. (1) for copies for classified reports.						See Encl. (1) - (Technical) <table border="1"> <tr> <td></td> <td>1</td> <td>6</td> </tr> </table>					1	6						
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<b>1. DATA ITEM NO.</b> A002		<b>2. TITLE OF DATA ITEM</b> Progress Reports				<b>3. SUBTITLE</b>												
<b>4. AUTHORITY (Data Acquisition Document No.)</b>				<b>5. CONTRACT REFERENCE</b> SOW 4.0		<b>6. REQUIRING OFFICE</b> NRL Code 5332.C												
<b>7. DD 250 REQ</b> LT		<b>8. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b> MNTLY		<b>12. DATE OF FIRST SUBMISSION</b> 1st cal month + 15 days		<b>14. DISTRIBUTION</b>										
<b>9. APP CODE</b>				<b>11. AS OF DATE</b> End of cal. month		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 15 days after end mon.		<b>a. ADDRESSEE</b> <table border="1"> <tr> <th colspan="3">b. COPIES</th> </tr> <tr> <th>Draft</th> <th>Reg</th> <th>Repro</th> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>		b. COPIES			Draft	Reg	Repro			
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<b>16. REMARKS</b> Reports shall include financial and technical status. Block 14 distribution is for unclassified reports; see Encl. (1) for copies for classified reports.						See Encl. (1) - (Technical) Also NRL 5330.W <table border="1"> <tr> <td></td> <td>1</td> <td>6</td> </tr> </table>					1	6						
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<b>4. AUTHORITY (Data Acquisition Document No.)</b>				<b>5. CONTRACT REFERENCE</b> SOW 4.0		<b>6. REQUIRING OFFICE</b> NRL Code 5332.C												
<b>7. DD 250 REQ</b> LT		<b>8. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b> ANNLY		<b>12. DATE OF FIRST SUBMISSION</b> Block 11 + 30 days		<b>14. DISTRIBUTION</b>										
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<b>16. REMARKS</b> Provide annual technical reports summarizing significant findings and conclusions from contracted work. Block 14 distribution is for unclassified reports; see Encl. (1) for copies for classified reports.						See Encl. (1) - (Technical) <table border="1"> <tr> <td></td> <td>1</td> <td>6</td> </tr> </table>					1	6						
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<b>7. DD 250 REQ</b>		<b>8. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b>		<b>12. DATE OF FIRST SUBMISSION</b>		<b>14. DISTRIBUTION</b>										
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<b>G. PREPARED BY</b> James P. Waldenfels				<b>H. DATE</b> 10/5/98		<b>I. APPROVED BY</b>		<b>J. DATE</b>										

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>17. PRICE GROUP</b>
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<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

**Form Approved**  
**OMB No. 0704-0188**

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____ A	
D. SYSTEM / ITEM Radar and E3 Support		E. CONTRACT / PR NO. 53-3078-98		F. CONTRACTOR
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM CONTRACTOR ON-SITE LABOR REPORT		3. SUBTITLE	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUESTING OFFICE
	SOW 4.0	NRL Code 5332.C

7. DD 250 REQ  LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY  MNTLY	12. DATE OF FIRST SUBMISSION  Block 11 + 5 wk. days	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE  End of cal. month	13. DATE OF SUBSEQUENT SUBMISSION  Each mon + 5 wk. days	a. ADDRESSEE	b. COPIES	
					Draft	Final
						Reg

16. REMARKS	(See Encl. (1) -		1	1
The contractor shall provide a monthly contractor on-site labor report by the 5th	(Non-Technical)			
workday of each month for the preceding month. The report must include the	Also NRL 5302			1
following data:				

(1) Reporting Period:  
Contract Number:  
Contract Value:  
Current Funding:  
Amount Expended in Current Period:  
Total Expended to Date:  
Date Submitted:

(2) Labor (including subcontractors) - Show employee name, number of hours, and total amount billed for contractor employees working on-site at NRL. If the contractor employees worked on multiple tasks (as defined by the COR), the number of hours worked on each task must be shown separately.

[illegible]

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
James P. Waldenfels			



**ENCLOSURE (1) TO DD FORM 1423  
INSTRUCTIONS FOR DISTRIBUTION**

**DISTRIBUTION OF TECHNICAL REPORTS**

The minimum distribution of technical reports and the final report submitted in connection with this contract is as follows:

ADDRESSEE CLASSIFIED	DODAAD UNCLASSIFIED/ CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	AND
COR Naval Research Laboratory *	N00173	1	1
Code: *			
4555 Overlook Ave., S.W. Washington, DC 20375-5320			
Administrative Contracting Officer *	*	1	1
Director Naval Research Laboratory ATTN: Code: 5227 4555 Overlook Ave., S.W. Washington, DC 20375-5326	N00173	1	1
Defense Technical Information Center (DTIC) 8725 John J. Kingman Rd. Suite #0944 Fort Belvoir, VA 22060-6218	S47031	4	2

**DISTRIBUTION OF NON-TECHNICAL REPORTS**

The minimum distribution of non-technical reports submitted in connection with this contract is as follows:

ADDRESSEE CLASSIFIED	DODAAD UNCLASSIFIED/ CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	AND
COR	N00173	1	1
Administrative Contracting Officer (DCMAO)	*	1	1

\* To be filled in at time of award

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> SER: 041-98 a. FACILITY CLEARANCE REQUIRED SECRET b. LEVEL OF SAFEGUARDING REQUIRED SECRET																																																																																					
<b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b> a. PRIME CONTRACT NUMBER  b. SUBCONTRACT NUMBER  c. SOLICITATION OR OTHER NUMBER X 53-3078-98 Due Date (YYMMDD)				<b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b> a. ORIGINAL (Complete date in all cases) Date (YYMMDD) X 980723 b. REVISED (Supersedes all previous specs) Revision No.  c. FINAL (Complete Item 5 in all cases) Date (YYMMDD)																																																																																					
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.																																																																																									
<b>5. IS THIS A FINAL DD FORM 254?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____.																																																																																									
<b>6. CONTRACTOR</b> (Include Commercial and Government Entity (CAGE) Code)																																																																																									
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)																																																																																					
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD.																																																																																									
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N/A				N/A																																																																																					
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**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ Direct ☒ Through (Specify):

Commanding Officer, Naval Research Laboratory, Washington, DC 20375-5320, Code 5332

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.


**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prior to award of contract, the successful contractor will be required to have a SECRET facility clearance, SECRET storage capabilities, and personnel available with DoD granted personnel security clearances commensurate with level of access required for performance of contract.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.) ☐ Yes ☒ No

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.) ☐ Yes ☒ No

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL <b>TINA SMALLWOOD</b>		b. TITLE Contracting Officer, Security	c. TELEPHONE (Include Area Code) (202)767-2240/2521
d. ADDRESS (Include Zip Code) Naval Research Laboratory 4555 Overlook Ave., SW Washington, DC 20375-5320		<b>17. REQUIRED DISTRIBUTION</b> <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY 1221, 11, 5332, 5302, 1221.4	
e. SIGNATURE 			

**PERSONNEL QUALIFICATIONS**

**PROJECT MANAGER/ENGINEER** – Master's Degree in electrical engineering or physics; must be a NARTE (National Association of Radio and Telecommunications Engineers) Certified EMC Engineer with fifteen years experience in EMC/EMI test, evaluation and design for ships, aircraft and Navy systems with special emphasis on Navy Radars, including five years EMC/EMI project management experience. The person or persons filling this position must each possess both E<sup>3</sup> and radar expertise. Must be eligible for TOP SECRET clearance.

**FREQUENCY MANAGEMENT EMC ENGINEER** - Bachelor's Degree in electrical engineering or physics; must be a NARTE Certified EMC Engineer with at least ten years experience in all phases of U.S. Navy, Department of Defense and U.S. and international frequency allocation processes. Must have experience in the measurement of transmitter characteristics in accordance with MIL-STD-469 and/or MIL-STD-449. The person or persons filling this position must each possess both E<sup>3</sup> and radar expertise. Must be eligible for SECRET clearance.

**EM HAZARDS ENGINEER** - Bachelor's Degree in electrical engineering or physics; must be a NARTE Certified EMC Engineer with at least ten years E<sup>3</sup>/EMC experience with demonstrated capability in all phases of EM Hazards, HERO, HERP, HERF<sub>1</sub> and RF Burn. Must be eligible for SECRET clearance.

**E<sup>3</sup>/EMC COMPUTER MODELING ANALYST/ENGINEER** - Bachelor's Degree in electrical engineering or physics; must be a NARTE Certified EMC Engineer with at least ten years experience. Must have both analysis as well as hardware experience. Must be familiar with artificial intelligence (AI) and neural network technologies. Must have experience in the application of computers to the management, prediction, and analysis of EMC/EMI. Computer experience should include development and management of management information Systems (MIS) in the field of EMC/EMI control, development of computer aided design/computer aided analysis (CAD/CAM) tools in the field of EMC/EMI and the development of AI expert systems for the analysis and control of EMC/EMI. Must be familiar with the Navy's Research Evaluation Systems Analysis (RESA) facility. The person or persons filling this position must each possess both E<sup>3</sup> and radar expertise. Must be eligible for SECRET clearance.

**TEMPEST ENGINEER** - Bachelor's Degree in electrical engineering or physics; must be a NARTE Certified EMC Engineer with at least ten years E<sup>3</sup>/EMC experience with demonstrated capability in the design, evaluation and correction or TEMPEST facilities and equipment. Must be eligible for SECRET clearance.

**TRANSIENT EFFECTS EMC ENGINEERS** - Bachelor's Degree in electrical engineering or physics; must be a NARTE Certified EMC Engineer with at least ten

years experience. Each should have experience in the E<sup>3</sup>/EMC issues involved with one or two of the following areas: lightning, high power microwave, electrostatic discharge, high current switching, and nuclear electromagnetic pulse. Must be eligible for SECRET clearance.

**MATERIALS EMC ENGINEERS** - Bachelor's Degree in electrical engineering or physics; must be a NARTE Certified EMC Engineer with at least ten years E<sup>3</sup>/EMC experience in various aspects of materials EMC, such as radar absorbing material (RAM), composites gaskets and conductive plastics. Must be eligible for SECRET clearance.

**SENIOR RADAR TECHNICIAN** - At least ten years in the operation, maintenance, and repair of experimental radars and associated electronic equipment. Must be eligible for SECRET clearance.

**EMC ANALYST** - Bachelor's degree and ten years experience in support of Navy and EMC/EMI programs. Program support experience should include, but not be limited to: analysis of EMI problems, budget and personnel management support, for Navy and contractor EMC/EMI programs, extensive familiarity with the E<sup>3</sup>/EMC related MIL-STD, MIL-HNDKS, and specifications, and demonstrated experience to provide coordination and management support to Navy EMC advisory boards (EMCABS). The person or persons filling this position must each possess both E<sup>3</sup> and radar expertise. Must be eligible for SECRET clearance.

**SENIOR RADAR ENGINEER** –Ph.D. in electrical engineering and at least fifteen years experience in radar theory and design. Program support experience should include but not be limited to: pulse compression techniques, trajectory determination, low probability of intercept (LPI) techniques, wide band techniques, impulse radar, platform integration of radar apertures, and meteorological radar techniques. Must be eligible for TOP SECRET clearance.

**SENIOR SOFTWARE ENGINEER** – At least five years programming experience, involving the following: full life cycle software development working in multiple operating system environments; MS-Windows GUI design, software structure design/development with MS-Windows SDK, C, SQL and RDBMS; and object oriented design and programming in C++ including Microsoft C++, Visual C++ and MFC. Must be eligible for SECRET clearance.

**SENIOR SYSTEMS ANALYST** – At least ten years full lifecycle development experience in Naval and Joint EMC/EMI RDBMS. At least six years of project management experience in RDBMS and C++ software application development. Specific RDBMS experience include Prime Information, Oracle VS, V6, V7, dBase, MS Access, RBase, and Foxpro mounted in Primos, MS-DOS, Windows 3.X, Windows NT, and UNIX operating systems. At least three years experience in enterprise integration

issues such as LAN interconnectivity software interoperability in Naval and Joint environments based upon industry standards like ANSISQL, ODBE, DDE OLE, etc. Must be eligible for SECRET clearance.